
- Translation for Convenience-

Control agreement

between

Heidelberger Druckmaschinen Aktiengesellschaft, headquartered in Heidelberg, entered in the commercial register of the Mannheim District Court under HRB 330004,

- also referred to hereinafter as the **“parent company”** -

and

Heidelberger Druckmaschinen Subscription GmbH, headquartered in Wiesloch, entered in the commercial register of the Mannheim District Court under HRB new,

- also referred to hereinafter as the **“subsidiary”** -

- also referred to hereinafter jointly as the **“parties”** and individually as a **“party”** -

Recitals

- (1) The sole shareholder of the subsidiary is the parent company. The financial year of the subsidiary runs from April 1 of each year to March 31 of the following year.
- (2) A control agreement is to be entered into between the parent company and the subsidiary for the period starting from the entry of this agreement in the commercial register of the subsidiary.

Now, therefore, the parent company and the subsidiary enter into the following control agreement:

**Article 1
Control**

The subsidiary subjects the administration of its business to the parent company. The parent company is therefore entitled to issue instructions to the managers of the subsidiary regarding their management of the company. Regardless of the right to issue instructions, the management and representation of the subsidiary remain the responsibility of the managing

directors of the subsidiary.

Article 2 Loss absorption

The provisions of section 302 AktG as amended from time to time apply accordingly.

Article 3 Effective date and duration

- (1) The agreement becomes effective on entry in the commercial register of the subsidiary. The agreement applies with regard to section 1 for the period starting from the entry of this agreement in the commercial register of the subsidiary and in all other respects retroactively from the beginning of the financial year of the subsidiary in which this agreement is entered in the commercial register of the subsidiary.
- (2) The agreement is entered into for an indefinite period. It can be terminated ordinarily by giving one month's written notice to the end of the financial year of the subsidiary.
- (3) Moreover, the agreement can be terminated in writing for good cause without notice. Good cause is present in particular if
 - a) the parent company no longer holds an equity interest with the majority of the voting rights in the subsidiary,
 - b) the parent company sells or contributes its shares in the subsidiary,
 - c) the parent company or the subsidiary is merged, spun off, or liquidated, or
 - d) an external shareholder invests in the subsidiary for the first time within the meaning of section 307 AktG.

Article 4 Final provisions

If one or more of the provisions of this Agreement are or become void or unenforceable, or this Agreement contains one or more regulatory gaps, this does not affect the validity of the other provisions of this Agreement. In place of the void or unenforceable provision, a provision shall apply that reliably most closely approximates the economic effect of the void or unenforceable provision. In place of the regulatory gap, a regulation shall apply that the parties would have agreed as regards their economic intent, had they realized the regulatory gap.

Wiesloch, March 21, 2022

For Heidelberger Druckmaschinen Aktiengesellschaft:

Marcus A. Wassenberg

Member of the Management
Board

Dr. Rupert Felder

Authorized signatory

For Heidelberger Druckmaschinen Subscription GmbH:

Ralf Steger

Managing director

Alexander Müller

Authorized signatory